

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

IN RE: CHRYSLER PACIFICA FIRE
RECALL PRODUCTS LIABILITY
LITIGATION

MDL NO. 3040

Case No.: 22-cv-03040

Hon. David M. Lawson

Magistrate Jude Elizabeth A. Stafford

**DEFENDANT FCA US LLC’S ANSWER AND AFFIRMATIVE DEFENSES
TO PLAINTIFFS’ CONSOLIDATED MASTER COMPLAINT**

Defendant FCA US LLC states as follows for its Answer and Affirmative Defenses to Plaintiffs’ Consolidated Master Complaint (“CMC”).

INTRODUCTION

1. The allegations contained in Paragraph 1 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1.

2. FCA US denies the allegations contained in Paragraph 2.

3. FCA US denies the allegations contained in Paragraph 3.

4. FCA US denies the allegations contained in Paragraph 4.

5. FCA US denies the allegations contained in Paragraph 5.

6. FCA US denies the allegations contained in Paragraph 6.

7. FCA US denies the allegations contained in Paragraph 7.

8. FCA US admits that it contracted with LGES to supply certain lithium-ion battery packs in connection with the manufacture of certain Chrysler Pacifica PHEVs. FCA US is without sufficient information to admit or deny the remaining allegations contained in Paragraph 8 and therefore denies them.

9. FCA US admits that on February 11, 2022 it announced a voluntary recall known and numbered as NHTSA Recall No. 22V-077 for certain model-year 2017-2018 Chrysler Pacifica Plug-In Hybrid Electric Vehicles (“PHEVs”). FCA US also denies the remaining allegations contained in Paragraph 9.

10. FCA US states that the referenced notification speaks for itself. Except as expressly admitted, FCA US also denies the remaining allegations contained in Paragraph 10.

11. FCA US is without sufficient information to admit or deny the allegations regarding Plaintiffs and putative class members actions concerning parking, charging, or selling their vehicles and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 11.

12. FCA US denies the allegations contained in Paragraph 12.

13. FCA US denies the allegations contained in Paragraph 13.

14. FCA US denies the allegations contained in Paragraph 14.

15. FCA US denies the allegations contained in Paragraph 15.

16. FCA US states that the referenced documents speak for themselves. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 16.

17. FCA US denies the allegations contained in Paragraph 17.

18. FCA US denies the allegations contained in Paragraph 18.

19. FCA US denies the allegations contained in Paragraph 19.

20. FCA US denies the allegations contained in Paragraph 20.

21. FCA US denies the allegations contained in Paragraph 21.

22. FCA US admits that Plaintiffs purport to bring claims and seek damages under various theories. Except as admitted, FCA US denies the allegations contained in Paragraph 22. Further answering, the Court has dismissed Plaintiffs' nationwide class action claims in counts II, III and IV, the implied warranty claims in counts VI, XXIV, and LXXXI, and the consumer protection claims in Counts XXIX, LVIII, LXXX, and LXXII.

JURISDICTION

23. FCA US admits federal jurisdiction under the Class Action Fairness Act exists. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 23.

24. FCA US admits that it is located in Auburn Hills, Michigan. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 24.

VENUE

25. FCA US admits that venue is proper in this judicial district. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 25.

PARTIES

26. FCA US admits that its records show that James Kappes purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiffs purchased the vehicle, their concerns about the vehicle, or how they park, charge, or use the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 26.

27. FCA US admits that its records show that an individual named Veronica Bryan purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, her concerns about the vehicle, or how she parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 27.

28. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 28 of the CMC and therefore denies them.

29. FCA US admits that its records show that an individual named Scott Carney purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without

sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 29.

30. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 30 of the CMC and therefore denies them.

31. FCA US admits that its records show that an individual named Amy Watson-Clancy purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 31.

32. FCA US admits that its records show that an individual named Michelle Tinio Ramirez purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiffs purchased the vehicle, their concerns about the vehicle, or how they park, charge, or use their vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 32.

33. FCA US admits that its records show that an individual named Kent Schumann purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is

without sufficient information to admit or deny the allegations concerning what the dealership acknowledged, the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 33.

34. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 34 of the CMC and therefore denies them.

35. FCA US admits that its records show that an individual named Alexander Shusta purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 35.

36. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 36 of the CMC and therefore denies them.

37. FCA US admits that its records show that an individual named David Lawrence purchased a model-year 2018 Chrysler Pacifica PHEV. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 37.

38. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle and therefore

denies them. FCA US also denies the remaining allegations contained in Paragraph 38.

39. FCA US is without sufficient information to admit or deny the allegations regarding Plaintiff's concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 39.

40. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 40 of the CMC and therefore denies them.

41. FCA US admits that its records show that an individual named Monte Macias purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the remaining allegations contained in Paragraph 41 of the CMC and therefore denies them.

42. FCA US is without sufficient information to admit or deny the allegations concerning the reason Plaintiffs purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 42.

43. FCA US is without sufficient information to admit or deny the allegations concerning Plaintiffs' concerns about the vehicle, or how they service, park, charge or use the vehicle and therefore deny those allegations. FCA US also denies the remaining allegations contained in Paragraph 43.

44. FCA US denies the allegations contained in Paragraph 44.

45. FCA US is without sufficient information to admit or deny the allegations concerning what records Plaintiffs kept or what the dealer told Plaintiffs and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 45.

46. FCA US admits that its records show that an individual named Rodrigo Nieto Gomez purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding Plaintiff's concerns about the vehicle, his reasons for purchasing the vehicle, or how he parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 46.

47. FCA US denies that there is a defect. FCA US is without sufficient information to admit or deny the remaining allegations contained in Paragraph 47 of the CMC and therefore denies them.

48. FCA US admits that its records show that an individual names Robyn Reilman purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US also denies the remaining allegations contained in Paragraph 48.

49. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 49.

50. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, her concerns about the vehicle, or how she services, parks, charges, or uses the vehicle, and therefore deny those allegations. FCA US also denies the remaining allegations contained in Paragraph 50.

51. FCA US is without sufficient information to admit or deny the allegations concerning Plaintiff's trade in of her vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 51.

52. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 52.

53. FCA US is without sufficient information to admit or deny the allegation regarding why Plaintiff purportedly purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 53.

54. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiff purportedly purchased the vehicle or how Plaintiff uses and parks the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 54.

55. FCA US admits that its records show that an individual named Margaret Wilensky purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiffs purchased the vehicle, their concerns about the vehicle, or how they service, park, charge, or use the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 55.

56. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 56 of the CMC and therefore denies them.

57. FCA US admits that its records show that “Mr. and Mrs. Peter Keefe” purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiffs purchased the vehicle, or how Plaintiffs service, park, charge or use the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 57.

58. FCA US admits that its records show that an individual named John Latacki purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 58.

59. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 59 of the CMC and therefore denies them.

60. FCA US admits that its records show that an individual named Diahann Sibley purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiffs purchased the vehicle, her concerns about the vehicle, or how she services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 60.

61. FCA US admits that its records show that an individual named James Quattropani purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he services parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 61.

62. FCA US admits that its records show that an individual named John Spruance leased a 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff leased the vehicle, his concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 62.

63. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 63 of the CMC and therefore denies them.

64. FCA US admits that its records show that an individual named Michael Keeth purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 64.

65. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 65 of the CMC and therefore denies them.

66. FCA US admits that its records show that an individual named Timothy Ferguson purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 66.

67. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 67 of the CMC and therefore denies them.

68. FCA US admits that its records show that an individual named Owen Ryan purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without

sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he services parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 68.

69. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 69 of the CMC and therefore denies them.

70. FCA US admits that its records show that an individual named Katharine Nuehring Su purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle or Plaintiff's concerns about the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 70.

71. FCA US is without sufficient information to admit or deny the allegations regarding how Plaintiff services, parks charges or uses the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 71.

72. FCA US admits that its records show that an individual named Spence Voss purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he services,

parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 72.

73. FCA US admits that its records show that an individual named Christine Winter purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, her concerns about the vehicle, or how she serviced, parks, charges, or uses the vehicle, what Plaintiff's dealer told her about the vehicle, or Plaintiff's proposed trade of her vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 73.

74. FCA US admits that its records show that an individual named Tim Banas purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he serviced, parks, charges, or uses the vehicle, or how much fuel Plaintiff keeps in the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 74.

75. FCA US admits that its records show that an individual named Salyi Vu purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, Plaintiff's concerns about the vehicle, or how

Plaintiff serviced, parks, charges, or uses the vehicle, or Plaintiff's mobility issues and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 75.

76. FCA US admits that its records show that an individual named Christopher Dorn purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 76.

77. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 77 of the CMC and therefore denies them.

78. FCA US admits that its records show that an individual named David Davidson purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiffs purchased the vehicle, their concerns about the vehicle, or how they service, park, charge, or use the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 78.

79. FCA US admits that its records show that an individual named Ruth Hoffman purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason

why Plaintiff purchased the vehicle, her concerns about the vehicle, or how she services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 79.

80. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 80 of the CMC and therefore denies them.

81. FCA US admits that its records show that an individual named Alicia Maltz purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiffs purchased the vehicle, their concerns about the vehicle, or how they service, park, charge, or use the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 81.

82. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 82 of the CMC and therefore denies them.

83. FCA US admits that its records show that an individual named Michael Natale purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, how he services parks, charges, or uses the vehicle, what the Dealer told or offered the Plaintiff, or the Plaintiff's trade-in, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 83.

84. FCA US admits that its records show that an individual named Javin Olson purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, or how Plaintiff services, parks or charges the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 84.

85. FCA US admits that its records show that an individual named Jacob Kitzman purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle or how Plaintiff parks or charges the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 85.

86. FCA US admits that its records show that an individual named Lauren Huntington purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, her concerns about the vehicle, or how she services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 86.

87. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 87 of the CMC and therefore denies them.

88. FCA US admits that its records show that an individual named Elizabeth Niemioja purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 88.

89. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 89 of the CMC and therefore denies them.

90. FCA US admits that its records show that an individual named R. Scott Perry purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 90.

91. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 91 of the CMC and therefore denies them.

92. FCA US admits that its records show that an individual named Scott Lewandowski purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or

how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 92.

93. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 93 of the CMC and therefore denies them.

94. FCA US admits that its records show that an individual named Matthew Bergantino purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, or how or why Plaintiff parks or charges the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 94.

95. FCA US admits that its records show that a Mr. and Mrs. Nicole Costa purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 95.

96. FCA US admits that its records show that an individual named Gerald Brace purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or how

Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 96.

97. FCA US admits that its records show that an individual named Chad Fong purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 97.

98. FCA US admits that its records show that an individual named Jared Littleton purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, or how or why Plaintiff parks or charges the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 98.

99. FCA US admits that its records show that an individual named Richard Murphy purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US denies the remaining allegations contained in Paragraph 99.

100. FCA US admits that its records show that an individual named Richard Murphy purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiff

purchased the vehicle. FCA US also denies the remaining allegations contained in Paragraph 100.

101. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 101.

102. FCA US is without sufficient information to admit or deny the allegations concerning Plaintiff's concerns about the vehicle, or how or why Plaintiff parks or charges the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 102.

103. FCA US admits that its records show that a Mr. and Mrs. Michael Christie purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 103.

104. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 104 of the CMC and therefore denies them.

105. FCA US admits that its records show that an individual named Ladd E Van Tol purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff

purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 105.

106. FCA US admits that its records show that an individual named Joseph Ohodnicki purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 106.

107. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 107 of the CMC and therefore denies them.

108. FCA US admits that its records show that an individual named James Bagley purchased a model-year 2018 Chrysler Pacifica PHEV. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 108.

109. FCA US is without sufficient information to admit or deny the allegations regarding the reasons Plaintiffs purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 109.

110. FCA US is without sufficient information to admit or deny the allegations regarding Plaintiffs concerns about the vehicle, or why or how Plaintiffs

Park or charge the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 110.

111. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 111 of the CMC and therefore denies them.

112. FCA US admits that its records show that an individual named Helen Bartek purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, Plaintiff's concerns about the vehicle, or how or why Plaintiff parks or charges the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 112.

113. FCA US admits that its records show that an individual named Michael Dale purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 113.

114. FCA US is without sufficient information to admit or deny the allegations concerning Plaintiff's purchase of the vehicle, why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or Plaintiff's concerns

about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 114.

115. FCA US admits that its records show that an individual named Rickey Butler purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 115.

116. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 116 of the CMC and therefore denies them.

117. FCA US admits that its records show that an individual named Meagan Findeiss purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiffs purchased the vehicle, how or why Plaintiffs park or charge the vehicle, or Plaintiffs' concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 117.

118. FCA US admits that its records show that an individual named David Ransom purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding Plaintiff's moving plans, why Plaintiff purchased the vehicle, how or why Plaintiff traded in, parks or

charges the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 118.

119. FCA US admits that its records show that an individual named Shawn Sheehan purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 119.

120. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 120 of the CMC and therefore denies them.

121. FCA US admits that its records show that an individual named Richard Golland purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 121.

122. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 122 of the CMC and therefore denies them.

123. FCA US admits that its records show that an individual named Andrew Ventura purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without

sufficient information to admit or deny the allegations regarding why Plaintiff purchased the vehicle, how or why Plaintiff parked, charged, or serviced the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 123.

124. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 124 of the CMC and therefore denies them.

125. FCA US admits that its records show that an individual named Ami Benzur purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiff purchased the vehicle, how or why Plaintiff parked or charged the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 125.

126. FCA US admits that its records show that an individual named Tiffany Rodriguez purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiff purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 126.

127. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiff purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 127.

128. FCA US is without sufficient information to admit or deny the allegations regarding how or why Plaintiff parked or charged the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 128.

129. FCA US admits that it is a Delaware limited liability company located at 1000 Chrysler Drive in Auburn Hills, Michigan. FCA US admits that Stellantis N.V. is an entity organized and existing under the laws of the Netherlands. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 129.

130. FCA US admits that it manufactures and sells vehicles to independent authorized dealers throughout the United States. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 130.

131. FCA US admits that it manufactures and sells vehicles to independent authorized dealers throughout the United States. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 131.

132. FCA US denies the allegations contained in Paragraph 132.

FACTUAL ALLEGATIONS

133. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 133.

134. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 134.

135. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 135.

136. FCA US denies the allegations contained in Paragraph 136.

137. FCA US states that the referenced statement speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 137.

138. FCA US denies the allegations contained in Paragraph 138.

139. FCA US states that the referenced brochure speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 139.

140. FCA US states that the referenced brochure speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 140.

141. FCA US states that the referenced brochure speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 141.

142. FCA US states that the referenced brochure speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 142.

143. FCA US states that the referenced brochure speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 143.

144. FCA US states that the referenced brochure speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 144.

145. FCA US states that the referenced notification speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 145.

146. FCA US states that the referenced notification speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 146.

147. FCA US denies the allegations contained in Paragraph 147.

148. FCA US denies the allegations contained in Paragraph 148.

149. FCA US admits that it contracted with LGES to supply certain lithium-ion battery packs in connection with the manufacture of certain Chrysler Pacifica PHEVs. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 149.

150. FCA US denies the allegations contained in Paragraph 150.

151. These allegations relate to vehicles FCA US did not manufacture. FCA US is thus without sufficient information to admit or deny the allegations contained in Paragraph 151 of the CMC and therefore denies them.

152. These allegations relate to vehicles FCA US did not manufacture. FCA US is thus without sufficient information to admit or deny the allegations contained in Paragraph 152 of the CMC and therefore denies them.

153. FCA US states that the referenced article speaks for itself. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 153 of the CMC and therefore denies them.

154. FCA US states that the referenced article speaks for itself. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 154 of the CMC and therefore denies them.

155. FCA US states that the referenced statement speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 155.

156. FCA US admits that on February 11, 2022 it announced a voluntary recall known and numbered as NHTSA Recall No. 22V-077 for certain model-year 2017-2018 Chrysler Pacifica Plug-In Hybrid Electric Vehicles (“PHEVs”). FCA US denies the remaining allegations contained in Paragraph 156.

157. FCA US denies that there is a defect. FCA US is without sufficient information to admit or deny the remaining allegations contained in Paragraph 157 of the CMC and therefore denies them.

158. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 158.

159. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 159.

160. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 160.

161. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 161.

162. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 162.

163. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 163.

164. FCA US denies the allegations contained in Paragraph 164.

165. FCA US states that the referenced articles speak for themselves. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 165.

166. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 166.

167. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 167.

168. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 168.

169. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 169.

170. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 170.

171. FCA US denies the allegations contained in Paragraph 171.

172. FCA US denies the allegations contained in Paragraph 172.

173. FCA US states that the referenced report speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 173.

174. FCA US states that the referenced statement speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 174.

175. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 175.

176. FCA US states that the referenced articles speak for themselves. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 176.

177. FCA US states that the referenced report speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 177.

178. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 178.

179. FCA US denies the allegations contained in Paragraph 179.

180. FCA US states that the referenced report speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 180.

181. FCA US states that the referenced report speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 181.

182. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 182.

183. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 183.

184. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 184.

185. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 185.

186. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 186.

187. FCA US denies the allegations contained in Paragraph 187.

188. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 188.

189. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 189.

190. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 190.

191. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 191.

192. FCA US denies the allegations contained in Paragraph 192.

193. FCA US denies the allegations contained in Paragraph 193.

194. FCA US admits that, on August 31, 2021, the FCA US Technical Safety and Regulatory Compliance organization opened an investigation as a result of detecting a potential trend in fires in certain Chrysler Pacifica PHEVs.

195. FCA US is without sufficient information to admit or deny what other vehicle manufacturers monitor and analyze and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 195.

196. FCA US states that the referenced documents speak for themselves. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 196.

197. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 197.

198. FCA US states that the referenced documents speak for themselves. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 198.

199. FCA US denies the allegations contained in Paragraph 199.

200. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 200.

201. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 201.

202. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 202.

203. FCA US states that the quoted document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 203.

204. FCA US denies the allegations contained in Paragraph 204.

205. FCA US denies the allegations contained in Paragraph 205.

206. FCA US denies the allegations contained in Paragraph 206.

207. FCA US denies the allegations contained in Paragraph 207.

208. FCA US denies the allegations contained in Paragraph 208.

209. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 209.

210. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 210.

211. FCA US denies the allegations contained in Paragraph 211.

212. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 212.

213. FCA US denies the allegations contained in Paragraph 213.

214. FCA US states that the referenced recall notice speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 214.

215. FCA US denies the allegations contained in Paragraph 215.

216. FCA US states that the referenced recall notice speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 216.

217. FCA US states that the referenced recall notice speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 217.

218. FCA US denies the allegations contained in Paragraph 218.

219. FCA US denies the allegations contained in Paragraph 219.

220. FCA US denies the allegations contained in Paragraph 220.

221. FCA US denies the allegations contained in Paragraph 221.

222. FCA US denies the allegations contained in Paragraph 222.

223. FCA US denies the allegations contained in Paragraph 223.

224. FCA US denies the allegations contained in Paragraph 224.

225. FCA US denies the allegations contained in Paragraph 225.

226. FCA US denies the allegations contained in Paragraph 226.

CLASS ALLEGATIONS

227. FCA US admits that Plaintiffs purport to bring this action as a class action and purport to define a nationwide class and various subclasses. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 227.

228. FCA US admits that Plaintiffs purport to assert claims under the law of various states. FCA US denies that Plaintiffs have set forth any viable claims.

Except as expressly admitted, FCA US denies the allegations contained in Paragraph 228.

229. FCA US admits that Plaintiffs purport to identify certain exclusions to the class. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 229.

230. FCA US denies the allegations contained in Paragraph 230.

231. FCA US denies the allegations contained in Paragraph 231.

232. FCA US denies the allegations contained in Paragraph 232.

233. FCA US denies the allegations contained in Paragraph 233.

234. FCA US denies the allegations contained in Paragraph 234.

235. FCA US denies the allegations contained in Paragraph 235.

236. FCA US denies the allegations contained in Paragraph 236.

COUNT I

(Magnuson-Moss Warranty Act Claim on Behalf of the Nationwide Class or in the alternative, the State Subclasses)

237. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

238. FCA US admits that Plaintiffs purport to bring this claim on behalf of a nationwide class. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 238.

239. FCA US states that the referenced statute speaks for itself, and the allegations contained in Paragraph 239 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 239.

240. FCA US states that the referenced statute speaks for itself, and the allegations contained in Paragraph 240 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 240.

241. FCA US states that the referenced statute speaks for itself, and the allegations contained in Paragraph 241 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 241.

242. FCA US states that the referenced statute speaks for itself, and the allegations contained in Paragraph 242 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 242.

243. FCA US states that the referenced statute speaks for itself, and the allegations contained in Paragraph 243 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 243.

244. FCA US denies the allegations contained in Paragraph 244.

245. FCA US denies the allegations contained in Paragraph 245.

246. FCA US denies the allegations contained in Paragraph 246.

247. FCA US denies the allegations contained in Paragraph 247.

248. FCA US denies the allegations contained in Paragraph 248.

249. FCA US denies the allegations contained in Paragraph 249.

250. FCA US denies the allegations contained in Paragraph 250.

251. FCA US denies the allegations contained in Paragraph 251.

252. FCA US denies the allegations contained in Paragraph 252.

253. FCA US denies the allegations contained in Paragraph 253.

COUNT II
(Alleged Fraudulent Concealment)

254 – 268. The Court has dismissed Count II and thus no response to the allegations in this Count is required. To the extent a response is required, FCA US denies the allegations contained in Count II.

COUNT III
(Alleged Fraudulent Omission)

269 – 277. The Court has dismissed Count III and thus no response to the allegations in this Count is required. To the extent a response is required, FCA US denies the allegations contained in Count III.

COUNT IV
(Alleged Unjust Enrichment)

278 – 287. The Court has dismissed Count IV and thus no response to the allegations in this Count is required. To the extent a response is required, FCA US denies the allegations contained in Count IV.

COUNT V
(Alleged Violation of Arizona Consumer Fraud Act)

288. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

289. FCA US admits that Plaintiffs purport to bring Count V on behalf of themselves and an Arizona subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 289.

290. The allegations contained in Paragraph 290 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 290.

291. The allegations contained in Paragraph 291 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 291.

292. FCA US denies the allegations contained in Paragraph 292.

293. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 293.

294. FCA US denies the allegations contained in Paragraph 294.

295. FCA US denies the allegations contained in Paragraph 295.

296. FCA US denies the allegations contained in Paragraph 296.

297. FCA US denies the allegations contained in Paragraph 297.

298. FCA US denies the allegations contained in Paragraph 298.

299. FCA US denies the allegations contained in Paragraph 299.

300. FCA US denies the allegations contained in Paragraph 300.

301. FCA US denies the allegations contained in Paragraph 301.

302. FCA US denies the allegations contained in Paragraph 302.

303. FCA US denies the allegations contained in Paragraph 303.

304. FCA US denies the allegations contained in Paragraph 304.

305. FCA US denies the allegations contained in Paragraph 305.

306. FCA US denies the allegations contained in Paragraph 306.

307. FCA US denies the allegations contained in Paragraph 307.

308. FCA US denies the allegations contained in Paragraph 308.

309. FCA US denies the allegations contained in Paragraph 309.

COUNT VI
(Alleged Breach of Implied Warranty of
Merchantability Under Arizona Law)

310 - 316. The Court has dismissed Count VI and thus no response to the allegations in this Count is required. To the extent a response is required, FCA US denies the allegations contained in Count VI.

COUNT VII
(Alleged Violation of the California Consumer Legal Remedies Act)

317. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

318. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a California subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 318.

319. FCA US states that the allegations contained in Paragraph 319 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA denies the allegations contained in Paragraph 319.

320. FCA US states that the allegations contained in Paragraph 320 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA denies the allegations contained in Paragraph 320.

321. FCA US denies the allegations contained in Paragraph 321.

322. FCA US denies the allegations contained in Paragraph 322.

323. FCA US denies the allegations contained in Paragraph 323.

324. FCA US denies the allegations contained in Paragraph 324.

325. FCA US denies the allegations contained in Paragraph 325.

326. FCA US denies the allegations contained in Paragraph 326.

327. FCA US denies the allegations contained in Paragraph 327.

328. FCA US denies the allegations contained in Paragraph 328.

329. FCA US denies the allegations contained in Paragraph 329.

330. FCA US denies the allegations contained in Paragraph 330.

331. FCA US denies the allegations contained in Paragraph 331.

COUNT VIII
(Alleged Violation of the California Unfair Competition Law)

332. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

333. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 333.

334. FCA US states that the allegations contained in Paragraph 334 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 334.

335. FCA US denies the allegations contained in Paragraph 335.

336. FCA US denies the allegations contained in Paragraph 336.

337. FCA US denies the allegations contained in Paragraph 337.

338. FCA US denies the allegations contained in Paragraph 338.

339. FCA US denies the allegations contained in Paragraph 339.

340. FCA US denies the allegations contained in Paragraph 340.

341. FCA US denies the allegations contained in Paragraph 341.

342. FCA US denies the allegations contained in Paragraph 342.

COUNT IX
(Alleged Violation of California False Advertising Law)

343. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

344. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 344.

345. FCA US states that the allegations contained in Paragraph 345 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 345.

346. FCA US denies the allegations contained in Paragraph 346.

347. FCA US denies the allegations contained in Paragraph 347.

348. FCA US denies the allegations contained in Paragraph 348.

349. FCA US denies the allegations contained in Paragraph 349.

350. FCA US denies the allegations contained in Paragraph 350.

COUNT X
(Alleged Violation of Breach of California Implied Warranty)

351. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

352. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 352.

353. FCA US states that the allegations contained in Paragraph 353 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 353.

354. FCA US states that the allegations contained in Paragraph 354 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 354.

355. FCA US states that the allegations contained in Paragraph 355 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 355.

356. FCA US denies the allegations contained in Paragraph 356.

357. FCA US states that the referenced code speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 357.

358. FCA US denies the allegations contained in Paragraph 358.

359. FCA US denies the allegations contained in Paragraph 359.

360. FCA US states that the allegations contained in Paragraph 360 constitute a legal conclusion to which no response is required. To the extent that a response is required, FCA US denies the allegations contained in Paragraph 360.

361. FCA US denies the allegations contained in Paragraph 361.

362. FCA US denies the allegations contained in Paragraph 362.

363. FCA US denies the allegations contained in Paragraph 363.

364. FCA US denies the allegations contained in Paragraph 364.

COUNT XI
(Alleged Breach of Express Warranty Under California Law)

365. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

366. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 366.

367. FCA US denies the allegations contained in Paragraph 367.

368. FCA US states that the allegations contained in Paragraph 368 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 368.

369. FCA US states that the allegations contained in Paragraph 369 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 369.

370. FCA US states that the allegations contained in Paragraph 370 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 370.

371. FCA US states that the allegations contained in Paragraph 371 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 371.

372. FCA US states that the allegations contained in Paragraph 372 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 372.

373. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 373.

374. FCA US denies the allegations contained in Paragraph 374.

375. FCA US denies the allegations contained in Paragraph 375.

376. FCA US denies the allegations contained in Paragraph 376.

377. FCA US denies the allegations contained in Paragraph 377.

378. FCA US denies the allegations contained in Paragraph 378.

379. FCA US denies the allegations contained in Paragraph 379.

380. FCA US denies the allegations contained in Paragraph 380.

381. FCA US denies the allegations contained in Paragraph 381.

382. FCA US denies the allegations contained in Paragraph 382.

383. FCA US denies the allegations contained in Paragraph 383.

384. FCA US denies the allegations contained in Paragraph 384.

385. FCA US denies the allegations contained in Paragraph 385.

386. FCA US denies the allegations contained in Paragraph 386.

COUNT XII
(Alleged Violation of Colorado Consumer Protection Act)

387. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

388. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 388.

389. FCA US states that the allegations contained in Paragraph 389 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 389.

390. FCA US states that the allegations contained in Paragraph 390 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 390.

391. FCA US denies the allegations contained in Paragraph 391.

392. FCA US denies the allegations contained in Paragraph 392.

393. FCA US denies the allegations contained in Paragraph 393.

394. FCA US denies the allegations contained in Paragraph 394.

395. FCA US denies the allegations contained in Paragraph 395.

396. FCA US denies the allegations contained in Paragraph 396.

397. FCA US denies the allegations contained in Paragraph 397.

398. FCA US denies the allegations contained in Paragraph 398.

399. FCA US denies the allegations contained in Paragraph 399.

400. FCA US denies the allegations contained in Paragraph 400.

401. FCA US denies the allegations contained in Paragraph 401.

402. FCA US denies the allegations contained in Paragraph 402.

403. FCA US denies the allegations contained in Paragraph 403.

404. FCA US denies the allegations contained in Paragraph 404.

405. FCA US admits that Plaintiffs purport to seek monetary relief pursuant to the referenced statute. FCA US denies that Plaintiffs are entitled to any relief.

Except as expressly admitted, FCA US denies the allegations contained in Paragraph 405.

406. FCA US denies the allegations contained in Paragraph 406.

COUNT XIII
(Alleged Breach of Implied Warranty under Colorado Law)

407. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

408. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 408.

409. FCA US states that the allegations contained in Paragraph 409 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 409.

410. FCA US states that the allegations contained in Paragraph 410 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 410.

411. FCA US denies the allegations contained in Paragraph 411.

412. FCA US denies the allegations contained in Paragraph 412.

413. FCA US denies the allegations contained in Paragraph 413.

414. FCA US denies the allegations contained in Paragraph 414.

415. FCA US denies the allegations contained in Paragraph 415.

COUNT XIV
(Alleged Breach of Express Warranty Under Colorado Law)

416. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

417. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 417.

418. FCA US denies the allegations contained in Paragraph 418.

419. FCA US states that the allegations contained in Paragraph 419 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 419.

420. FCA US states that the allegations contained in Paragraph 420 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 420.

421. FCA US states that the allegations contained in Paragraph 421 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 421.

422. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 422.

423. FCA US denies the allegations contained in Paragraph 423.

424. FCA US denies the allegations contained in Paragraph 424.

425. FCA US denies the allegations contained in Paragraph 425.

426. FCA US denies the allegations contained in Paragraph 426.

427. FCA US denies the allegations contained in Paragraph 427.

428. FCA US denies the allegations contained in Paragraph 428.

429. FCA US denies the allegations contained in Paragraph 429.

430. FCA US denies the allegations contained in Paragraph 430.

431. FCA US denies the allegations contained in Paragraph 431.

432. FCA US denies the allegations contained in Paragraph 432.

433. FCA US denies the allegations contained in Paragraph 433.

434. FCA US denies the allegations contained in Paragraph 434.

435. FCA US denies the allegations contained in Paragraph 435.

COUNT XV

(Alleged Violation of Connecticut Unlawful Trade Practices Act)

436. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

437. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 437.

438. FCA US states that the allegations contained in Paragraph 438 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 438.

439. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 439.

440. FCA US denies the allegations contained in Paragraph 440.

441. FCA US denies the allegations contained in Paragraph 441.

442. FCA US denies the allegations contained in Paragraph 442.

443. FCA US denies the allegations contained in Paragraph 443.

444. FCA US denies the allegations contained in Paragraph 444.

445. FCA US denies the allegations contained in Paragraph 445.

446. FCA US denies the allegations contained in Paragraph 446.

447. FCA US denies the allegations contained in Paragraph 447.

448. FCA US denies the allegations contained in Paragraph 448.

449. FCA US denies the allegations contained in Paragraph 449.

450. FCA US denies the allegations contained in Paragraph 450.

451. FCA US denies the allegations contained in Paragraph 451.

452. FCA US denies the allegations contained in Paragraph 452.

453. FCA US denies the allegations contained in Paragraph 453.

454. FCA US denies the allegations contained in Paragraph 454.

COUNT XVI
(Alleged Breach of Implied Warranty under Connecticut Law)

455. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

456. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 456.

457. FCA US states that the allegations contained in Paragraph 457 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 457.

458. FCA US states that the allegations contained in Paragraph 458 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 458.

459. FCA US denies the allegations contained in Paragraph 459.

460. FCA US denies the allegations contained in Paragraph 460.

461. FCA US denies the allegations contained in Paragraph 461.

COUNT XVII
(Alleged Violation of Florida's Unfair & Deceptive Trade Practices Act)

462. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

463. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 463.

464. FCA US states that the allegations contained in Paragraph 464 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 464.

465. FCA US states that the allegations contained in Paragraph 465 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 465.

466. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 466.

467. FCA US denies the allegations contained in Paragraph 467.

468. FCA US denies the allegations contained in Paragraph 468.

469. FCA US denies the allegations contained in Paragraph 469.

470. FCA US denies the allegations contained in Paragraph 470.

471. FCA US denies the allegations contained in Paragraph 471.

472. FCA US denies the allegations contained in Paragraph 472.

473. FCA US denies the allegations contained in Paragraph 473.

474. FCA US denies the allegations contained in Paragraph 474.

475. FCA US denies the allegations contained in Paragraph 475.

476. FCA US denies the allegations contained in Paragraph 476.

477. FCA US denies the allegations contained in Paragraph 477.

478. FCA US denies the allegations contained in Paragraph 478.

479. FCA US denies the allegations contained in Paragraph 479.

480. FCA US denies the allegations contained in Paragraph 480.

481. FCA US denies the allegations contained in Paragraph 481.

482. FCA US denies the allegations contained in Paragraph 482.

COUNT XVIII
(Alleged Breach of Implied Warranty under Florida Law)

483. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

484. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 484.

485. FCA US states that the allegations contained in Paragraph 485 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 485.

486. FCA US states that the allegations contained in Paragraph 486 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 486.

487. FCA US denies the allegations contained in Paragraph 487.

488. FCA US denies the allegations contained in Paragraph 488.

489. FCA US denies the allegations contained in Paragraph 489.

COUNT XIX
(Alleged Breach of Express Warranty Under Florida Law)

490. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

491. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 491.

492. FCA US denies the allegations contained in Paragraph 492.

493. FCA US states that the allegations contained in Paragraph 493 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 493.

494. FCA US states that the allegations contained in Paragraph 494 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 494.

495. FCA US states that the allegations contained in Paragraph 495 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 495.

496. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 496.

497. FCA US denies the allegations contained in Paragraph 497.

498. FCA US denies the allegations contained in Paragraph 498.

499. FCA US denies the allegations contained in Paragraph 499.

500. FCA US denies the allegations contained in Paragraph 500.

501. FCA US denies the allegations contained in Paragraph 501.

502. FCA US denies the allegations contained in Paragraph 502.

503. FCA US denies the allegations contained in Paragraph 503.

504. FCA US denies the allegations contained in Paragraph 504.

505. FCA US denies the allegations contained in Paragraph 505.

506. FCA US denies the allegations contained in Paragraph 506.

507. FCA US denies the allegations contained in Paragraph 507.

508. FCA US denies the allegations contained in Paragraph 508.

509. FCA US denies the allegations contained in Paragraph 509.

COUNT XX
(Alleged Violation of Georgia's Fair Business Practices Act)

510. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

511. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 511.

512. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 512.

513. FCA US denies the allegations contained in Paragraph 513.

514. FCA US denies the allegations contained in Paragraph 514.

515. FCA US denies the allegations contained in Paragraph 515.

516. FCA US denies the allegations contained in Paragraph 516.

517. FCA US denies the allegations contained in Paragraph 517.

518. FCA US denies the allegations contained in Paragraph 518.

519. FCA US denies the allegations contained in Paragraph 519.

520. FCA US denies the allegations contained in Paragraph 520.

521. FCA US denies the allegations contained in Paragraph 521.

522. FCA US denies the allegations contained in Paragraph 522.

523. FCA US denies the allegations contained in Paragraph 523.

524. FCA US denies the allegations contained in Paragraph 524.

525. FCA US denies the allegations contained in Paragraph 525.

526. FCA US denies the allegations contained in Paragraph 526.

527. FCA US denies the allegations contained in Paragraph 527.

528. FCA US denies the allegations contained in Paragraph 528.

529. FCA US denies the allegations contained in Paragraph 529.

COUNT XXI
(Alleged Breach of Implied Warranty under Georgia Law)

530. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

531. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 531.

532. FCA US states that the allegations contained in Paragraph 532 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 532.

533. FCA US states that the allegations contained in Paragraph 533 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 533.

534. FCA US denies the allegations contained in Paragraph 534.

535. FCA US denies the allegations contained in Paragraph 535.

536. FCA US denies the allegations contained in Paragraph 536.

COUNT XXII
(Alleged Breach of Express Warranty Under Georgia Law)

537. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

538. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 538.

539. FCA US denies the allegations contained in Paragraph 539.

540. FCA US states that the allegations contained in Paragraph 540 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 540.

541. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 541.

542. FCA US denies the allegations contained in Paragraph 542.

543. FCA US denies the allegations contained in Paragraph 543.

544. FCA US denies the allegations contained in Paragraph 544.

545. FCA US denies the allegations contained in Paragraph 545.

546. FCA US denies the allegations contained in Paragraph 546.

547. FCA US denies the allegations contained in Paragraph 547.

548. FCA US denies the allegations contained in Paragraph 548.

549. FCA US denies the allegations contained in Paragraph 549.

550. FCA US denies the allegations contained in Paragraph 550.

551. FCA US denies the allegations contained in Paragraph 551.

552. FCA US denies the allegations contained in Paragraph 552.

553. FCA US denies the allegations contained in Paragraph 553.

554. FCA US denies the allegations contained in Paragraph 554.

COUNT XXIII
(Alleged Violation of Idaho's Consumer Protection Act)

555. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

556. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 556.

557. FCA US states that the allegations contained in Paragraph 557 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 557.

558. FCA US denies the allegations contained in Paragraph 558.

559. FCA US denies the allegations contained in Paragraph 559.

560. FCA US denies the allegations contained in Paragraph 560.

561. FCA US denies the allegations contained in Paragraph 561.

562. FCA US denies the allegations contained in Paragraph 562.

563. FCA US denies the allegations contained in Paragraph 563.

564. FCA US denies the allegations contained in Paragraph 564.

565. FCA US denies the allegations contained in Paragraph 565.

566. FCA US denies the allegations contained in Paragraph 566.

567. FCA US denies the allegations contained in Paragraph 567.

568. FCA US denies the allegations contained in Paragraph 568.

569. FCA US denies the allegations contained in Paragraph 569.

570. FCA US denies the allegations contained in Paragraph 570.

571. FCA US denies the allegations contained in Paragraph 571.

572. FCA US denies the allegations contained in Paragraph 572.

573. FCA US denies the allegations contained in Paragraph 573.

574. FCA US admits that Plaintiffs purport to seek monetary relief pursuant to the referenced statute. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 574.

575. FCA US denies the allegations contained in Paragraph 575.

576. FCA US denies the allegations contained in Paragraph 576.

COUNT XXIV
(Alleged Breach of Implied Warranty under Idaho Law)

577 – 583. The Court has dismissed Count XXIV of the CMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count XXIV.

COUNT XXV
(Alleged Breach of Express Warranty Under Idaho Law)

584. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

585. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 585.

586. FCA US denies the allegations contained in Paragraph 586.

587. FCA US states that the allegations contained in Paragraph 587 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 587.

588. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 588.

589. FCA US denies the allegations contained in Paragraph 589.

590. FCA US denies the allegations contained in Paragraph 590.

591. FCA US denies the allegations contained in Paragraph 591.

592. FCA US denies the allegations contained in Paragraph 592.

593. FCA US denies the allegations contained in Paragraph 593.

594. FCA US denies the allegations contained in Paragraph 594.

595. FCA US denies the allegations contained in Paragraph 595.

596. FCA US denies the allegations contained in Paragraph 596.

597. FCA US denies the allegations contained in Paragraph 597.

598. FCA US denies the allegations contained in Paragraph 598.

599. FCA US denies the allegations contained in Paragraph 599.

600. FCA US denies the allegations contained in Paragraph 600.

601. FCA US denies the allegations contained in Paragraph 601.

COUNT XXVI
(Alleged Violation of Illinois Consumer Fraud
And Deceptive Business Practices Act)

602. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

603. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 603.

604. FCA US states that the allegations contained in Paragraph 604 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 604.

605. FCA US states that the allegations contained in Paragraph 605 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 605.

606. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 606.

607. FCA US denies the allegations contained in Paragraph 607.

608. FCA US denies the allegations contained in Paragraph 608.

609. FCA US denies the allegations contained in Paragraph 609.

610. FCA US denies the allegations contained in Paragraph 610.

611. FCA US denies the allegations contained in Paragraph 611.

612. FCA US denies the allegations contained in Paragraph 612.

613. FCA US denies the allegations contained in Paragraph 613.

614. FCA US denies the allegations contained in Paragraph 614.

615. FCA US denies the allegations contained in Paragraph 615.

616. FCA US denies the allegations contained in Paragraph 616.

617. FCA US denies the allegations contained in Paragraph 617.

618. FCA US denies the allegations contained in Paragraph 618.

619. FCA US denies the allegations contained in Paragraph 619.

620. FCA US denies the allegations contained in Paragraph 620.

621. FCA US denies the allegations contained in Paragraph 621.

622. FCA US denies the allegations contained in Paragraph 622.

COUNT XXVII
(Alleged Breach of Implied Warranty under Illinois Law)

623. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

624. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 624.

625. FCA US states that the allegations contained in Paragraph 625 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 625.

626. FCA US states that the allegations contained in Paragraph 626 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 626.

627. FCA US denies the allegations contained in Paragraph 627.

628. FCA US denies the allegations contained in Paragraph 628.

629. FCA US denies the allegations contained in Paragraph 629.

COUNT XXVIII
(Alleged Breach of Express Warranty Under Illinois Law)

630. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

631. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 631.

632. FCA US denies the allegations contained in Paragraph 632.

633. FCA US states that the allegations contained in Paragraph 633 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 633.

634. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 634.

635. FCA US denies the allegations contained in Paragraph 635.

636. FCA US denies the allegations contained in Paragraph 636.

637. FCA US denies the allegations contained in Paragraph 637.

638. FCA US denies the allegations contained in Paragraph 638.

639. FCA US denies the allegations contained in Paragraph 639.

640. FCA US denies the allegations contained in Paragraph 640.

641. FCA US denies the allegations contained in Paragraph 641.

642. FCA US denies the allegations contained in Paragraph 642.

643. FCA US denies the allegations contained in Paragraph 643.

644. FCA US denies the allegations contained in Paragraph 644.

645. FCA US denies the allegations contained in Paragraph 645.

646. FCA US denies the allegations contained in Paragraph 646.

647. FCA US denies the allegations contained in Paragraph 647.

COUNT XXIX

(Alleged Violation of the Indiana Deceptive Consumer Sales Act)

648 – 664. The Court has dismissed Count XXIX of the CMC and thus no response to the allegations contained therein are required. To the extent a response is required, FCA US denies the allegations contained in Count XXIX.

COUNT XXX

(Alleged Violation of Iowa Consumer Frauds Act)

665. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

666. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 666.

667. FCA US states that the allegations contained in Paragraph 667 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 667.

668. FCA US states that the allegations contained in Paragraph 668 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 668.

669. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 669.

670. FCA US denies the allegations contained in Paragraph 670.

671. FCA US denies the allegations contained in Paragraph 671.

672. FCA US denies the allegations contained in Paragraph 672.

673. FCA US denies the allegations contained in Paragraph 673.

674. FCA US denies the allegations contained in Paragraph 674.

675. FCA US denies the allegations contained in Paragraph 675.

676. FCA US denies the allegations contained in Paragraph 676.

677. FCA US denies the allegations contained in Paragraph 677.

678. FCA US denies the allegations contained in Paragraph 678.

679. FCA US denies the allegations contained in Paragraph 679.

680. FCA US denies the allegations contained in Paragraph 680.

681. FCA US denies the allegations contained in Paragraph 681.

682. FCA US denies the allegations contained in Paragraph 682.

683. FCA US denies the allegations contained in Paragraph 683.

684. FCA US denies the allegations contained in Paragraph 684.

COUNT XXXI
(Alleged Breach of Implied Warranty under Iowa Law)

685. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

686. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 686.

687. FCA US states that the allegations contained in Paragraph 687 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 687.

688. FCA US states that the allegations contained in Paragraph 688 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 688.

689. FCA US denies the allegations contained in Paragraph 689.

690. FCA US denies the allegations contained in Paragraph 690.

691. FCA US denies the allegations contained in Paragraph 691.

692. FCA US denies the allegations contained in Paragraph 692.

693. FCA US denies the allegations contained in Paragraph 693.

COUNT XXXII
(Alleged Violation of the Kansas Consumer Protection Act)

694. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

695. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 695.

696. FCA US states that the referenced statute speaks for itself, and the allegations contained in Paragraph 696 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 696.

697. FCA US states that the allegations contained in Paragraph 697 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 697.

698. FCA US states that the allegations contained in Paragraph 698 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 698.

699. FCA US denies the allegations contained in Paragraph 699.

700. FCA US admits that Plaintiffs purport to seek monetary relief. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 700.

701. FCA US denies the allegations contained in Paragraph 701.

COUNT XXXIII
(Alleged Breach of Implied Warranty Under Kansas Law)

702. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

703. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 703.

704. FCA US states that the allegations contained in Paragraph 704 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 704.

705. FCA US states that the allegations contained in Paragraph 705 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 705.

706. FCA US denies the allegations contained in Paragraph 706.

707. FCA US denies the allegations contained in Paragraph 707.

708. FCA US denies the allegations contained in Paragraph 708.

709. FCA US denies the allegations contained in Paragraph 709.

710. FCA US denies the allegations contained in Paragraph 710.

COUNT XXXIV
(Alleged Violation of Kentucky Consumer Protection Act)

711. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

712. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 712.

713. FCA US states that the allegations contained in Paragraph 713 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 713.

714. FCA US states that the allegations contained in Paragraph 714 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 714.

715. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 715.

716. FCA US denies the allegations contained in Paragraph 716.

717. FCA US denies the allegations contained in Paragraph 717.

718. FCA US denies the allegations contained in Paragraph 718.

719. FCA US denies the allegations contained in Paragraph 719.

720. FCA US denies the allegations contained in Paragraph 720.

721. FCA US denies the allegations contained in Paragraph 721.

722. FCA US denies the allegations contained in Paragraph 722.

723. FCA US denies the allegations contained in Paragraph 723.

724. FCA US denies the allegations contained in Paragraph 724.

725. FCA US denies the allegations contained in Paragraph 725.

726. FCA US denies the allegations contained in Paragraph 726.

727. FCA US denies the allegations contained in Paragraph 727.

728. FCA US denies the allegations contained in Paragraph 728.

729. FCA US denies the allegations contained in Paragraph 729.

730. FCA US admits that Plaintiffs purport to seek relief pursuant to the referenced statute. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 730.

COUNT XXXV
(Alleged Breach of Implied Warranty Under Kentucky Law)

731. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

732. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified.

Except as expressly admitted, FCA US denies the allegations contained in Paragraph 732.

733. FCA US states that the allegations contained in Paragraph 733 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 733.

734. FCA US states that the allegations contained in Paragraph 734 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 734.

735. FCA US states that the allegations contained in Paragraph 735 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 735.

736. FCA US states that the allegations contained in Paragraph 736 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 736.

737. FCA US denies the allegations contained in Paragraph 737.

738. FCA US denies the allegations contained in Paragraph 738.

739. FCA US denies the allegations contained in Paragraph 739.

COUNT XXXVI
(Alleged Violation of Maryland Consumer Protection Act)

740. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

741. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 741.

742. FCA US states that the allegations contained in Paragraph 742 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 742.

743. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 743.

744. FCA US denies the allegations contained in Paragraph 744.

745. FCA US denies the allegations contained in Paragraph 745.

746. FCA US denies the allegations contained in Paragraph 746.

747. FCA US denies the allegations contained in Paragraph 747.

748. FCA US denies the allegations contained in Paragraph 748.

749. FCA US denies the allegations contained in Paragraph 749.

750. FCA US denies the allegations contained in Paragraph 750.

751. FCA US denies the allegations contained in Paragraph 751.

752. FCA US denies the allegations contained in Paragraph 752.

753. FCA US denies the allegations contained in Paragraph 753.

754. FCA US denies the allegations contained in Paragraph 754.

755. FCA US denies the allegations contained in Paragraph 755.

756. FCA US denies the allegations contained in Paragraph 756.

757. FCA US denies the allegations contained in Paragraph 757.

758. FCA US admits that Plaintiffs purport to seek relief pursuant to the referenced statute. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 758.

COUNT XXXVII
(Alleged Breach of Implied Warranty Under Maryland Law)

759. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

760. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 760.

761. FCA US states that the allegations contained in Paragraph 761 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 761.

762. FCA US states that the allegations contained in Paragraph 762 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 762.

763. FCA US denies the allegations contained in Paragraph 763.

764. FCA US denies the allegations contained in Paragraph 764.

765. FCA US denies the allegations contained in Paragraph 765.

COUNT XXXVIII
(Alleged Violation of Massachusetts Deceptive Acts or Practices)

766. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

767. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 767.

768. FCA US states that the allegations contained in Paragraph 768 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 768.

769. FCA US states that the allegations contained in Paragraph 769 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 769.

770. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 770.

771. FCA US denies the allegations contained in Paragraph 771.

772. FCA US denies the allegations contained in Paragraph 772.

773. FCA US denies the allegations contained in Paragraph 773.

774. FCA US denies the allegations contained in Paragraph 774.

775. FCA US denies the allegations contained in Paragraph 775.

776. FCA US denies the allegations contained in Paragraph 776.

777. FCA US denies the allegations contained in Paragraph 777.

778. FCA US denies the allegations contained in Paragraph 778.

779. FCA US denies the allegations contained in Paragraph 779.

780. FCA US denies the allegations contained in Paragraph 780.

781. FCA US denies the allegations contained in Paragraph 781.

782. FCA US denies the allegations contained in Paragraph 782.

783. FCA US denies the allegations contained in Paragraph 783.

784. FCA US denies the allegations contained in Paragraph 784.

785. FCA US admits that Plaintiffs purport to seek relief pursuant to the referenced statute. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 785.

786. FCA US denies the allegations contained in Paragraph 786.

787. FCA US denies the allegations contained in Paragraph 787.

COUNT XXXIX
(Alleged Breach of Implied Warranty Under Massachusetts Law)

788. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

789. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 789.

790. FCA US states that the allegations contained in Paragraph 790 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 790.

791. FCA US states that the allegations contained in Paragraph 791 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 791.

792. FCA US denies the allegations contained in Paragraph 792.

793. FCA US denies the allegations contained in Paragraph 793.

794. FCA US denies the allegations contained in Paragraph 794.

795. FCA US denies the allegations contained in Paragraph 795.

796. FCA US denies the allegations contained in Paragraph 796.

797. FCA US denies the allegations contained in Paragraph 797.

COUNT XL
(Alleged Breach of Express Warranty Under Massachusetts Law)

798. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

799. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 799.

800. FCA US denies the allegations contained in Paragraph 800.

801. FCA US states that the allegations contained in Paragraph 801 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 801.

802. FCA US states that the allegations contained in Paragraph 802 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 802.

803. FCA US denies the allegations contained in Paragraph 803.

804. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 804.

805. FCA US denies the allegations contained in Paragraph 805.

806. FCA US denies the allegations contained in Paragraph 806.

807. FCA US denies the allegations contained in Paragraph 807.

808. FCA US denies the allegations contained in Paragraph 808.

809. FCA US denies the allegations contained in Paragraph 809.

810. FCA US denies the allegations contained in Paragraph 810.

811. FCA US denies the allegations contained in Paragraph 811.

812. FCA US denies the allegations contained in Paragraph 812.

813. FCA US denies the allegations contained in Paragraph 813.

814. FCA US denies the allegations contained in Paragraph 814.

815. FCA US denies the allegations contained in Paragraph 815.

816. FCA US denies the allegations contained in Paragraph 816.

817. FCA US denies the allegations contained in Paragraph 817.

COUNT XLI
(Alleged Breach of Implied Warranty Under Michigan Law)

818. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

819. FCA US states that the allegations contained in Paragraph 819 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 819.

820. FCA US states that the allegations contained in Paragraph 820 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 820.

821. FCA US denies the allegations contained in Paragraph 821.

822. FCA US denies the allegations contained in Paragraph 822.

823. FCA US denies the allegations contained in Paragraph 823.

COUNT XLII
(Alleged Breach of Express Warranty Under Michigan Law)

824. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

825. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 825.

826. FCA US denies the allegations contained in Paragraph 826.

827. FCA US states that the allegations contained in Paragraph 827 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 827.

828. FCA US states that the allegations contained in Paragraph 828 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 828.

829. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 829.

830. FCA US denies the allegations contained in Paragraph 830.

831. FCA US denies the allegations contained in Paragraph 831.

832. FCA US denies the allegations contained in Paragraph 832.

833. FCA US denies the allegations contained in Paragraph 833.

834. FCA US denies the allegations contained in Paragraph 834.

835. FCA US denies the allegations contained in Paragraph 835.

836. FCA US denies the allegations contained in Paragraph 836.

837. FCA US denies the allegations contained in Paragraph 837.

838. FCA US denies the allegations contained in Paragraph 838.

839. FCA US denies the allegations contained in Paragraph 839.

840. FCA US denies the allegations contained in Paragraph 840.

841. FCA US denies the allegations contained in Paragraph 841.

842. FCA US denies the allegations contained in Paragraph 842.

COUNT XLIII

(Alleged Violation of Minnesota Prevention of Consumer Fraud Act)

843. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

844. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 844.

845. FCA US states that the allegations contained in Paragraph 845 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 845.

846. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 846.

847. FCA US denies the allegations contained in Paragraph 847.

848. FCA US denies the allegations contained in Paragraph 848.

849. FCA US denies the allegations contained in Paragraph 849.

850. FCA US denies the allegations contained in Paragraph 850.

851. FCA US denies the allegations contained in Paragraph 851.

852. FCA US denies the allegations contained in Paragraph 852.

853. FCA US denies the allegations contained in Paragraph 853.

854. FCA US denies the allegations contained in Paragraph 854.

855. FCA US denies the allegations contained in Paragraph 855.

856. FCA US denies the allegations contained in Paragraph 856.

857. FCA US denies the allegations contained in Paragraph 857.

858. FCA US denies the allegations contained in Paragraph 858.

859. FCA US denies the allegations contained in Paragraph 859.

860. FCA US denies the allegations contained in Paragraph 860.

861. FCA US denies the allegations contained in Paragraph 861.

862. FCA US denies the allegations contained in Paragraph 862.

863. FCA US admits that Plaintiffs purport to seek relief under the referenced statute. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 863.

864. FCA US denies the allegations contained in Paragraph 864.

COUNT XLIV
(Alleged Violation of Minnesota Uniform Deceptive Trade Practices Act)

865. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

866. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 866.

867. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 867.

868. FCA US denies the allegations contained in Paragraph 868.

869. FCA US denies the allegations contained in Paragraph 869.

870. FCA US denies the allegations contained in Paragraph 870.

871. FCA US denies the allegations contained in Paragraph 871.

872. FCA US denies the allegations contained in Paragraph 872.

873. FCA US denies the allegations contained in Paragraph 873.

874. FCA US denies the allegations contained in Paragraph 874.

875. FCA US denies the allegations contained in Paragraph 875.

876. FCA US denies the allegations contained in Paragraph 876.

877. FCA US denies the allegations contained in Paragraph 877.

878. FCA US denies the allegations contained in Paragraph 878.

879. FCA US denies the allegations contained in Paragraph 879.

880. FCA US denies the allegations contained in Paragraph 880.

881. FCA US denies the allegations contained in Paragraph 881.

882. FCA US denies the allegations contained in Paragraph 882.

883. FCA US denies the allegations contained in Paragraph 883.

884. FCA US admits that Plaintiffs purport to seek relief under the referenced statute. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 884.

885. FCA US denies the allegations contained in Paragraph 885.

COUNT XLV
(Alleged Breach of Implied Warranty under Minnesota Law)

886. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

887. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 887.

888. FCA US states that the allegations contained in Paragraph 888 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 888.

889. FCA US states that the allegations contained in Paragraph 889 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 889.

890. FCA US denies the allegations contained in Paragraph 890.

891. FCA US denies the allegations contained in Paragraph 891.

892. FCA US denies the allegations contained in Paragraph 892.

COUNT XLVI
(Alleged Breach of Express Warranty Under Minnesota Law)

893. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

894. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 894.

895. FCA US denies the allegations contained in Paragraph 895.

896. FCA US states that the allegations contained in Paragraph 896 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 896.

897. FCA US states that the allegations contained in Paragraph 897 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 897.

898. FCA US states that the allegations contained in Paragraph 898 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 898.

899. FCA US states that the allegations contained in Paragraph 899 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 899.

900. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 900.

901. FCA US denies the allegations contained in Paragraph 901.

902. FCA US denies the allegations contained in Paragraph 902.

903. FCA US denies the allegations contained in Paragraph 903.

904. FCA US denies the allegations contained in Paragraph 904.

905. FCA US denies the allegations contained in Paragraph 905.

906. FCA US denies the allegations contained in Paragraph 906.

907. FCA US denies the allegations contained in Paragraph 907.

908. FCA US denies the allegations contained in Paragraph 908.

909. FCA US denies the allegations contained in Paragraph 909.

910. FCA US denies the allegations contained in Paragraph 910.

911. FCA US denies the allegations contained in Paragraph 911.

912. FCA US denies the allegations contained in Paragraph 912.

913. FCA US denies the allegations contained in Paragraph 913.

COUNT XLVII
(Alleged Violation of Missouri Merchandising Practices Act)

914. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

915. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 915.

916. FCA US states that the allegations contained in Paragraph 916 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 916.

917. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 917.

918. FCA US denies the allegations contained in Paragraph 918.

919. FCA US denies the allegations contained in Paragraph 919.

920. FCA US denies the allegations contained in Paragraph 920.

921. FCA US denies the allegations contained in Paragraph 921.

922. FCA US denies the allegations contained in Paragraph 922.

923. FCA US denies the allegations contained in Paragraph 923.

924. FCA US denies the allegations contained in Paragraph 924.

925. FCA US denies the allegations contained in Paragraph 925.

926. FCA US denies the allegations contained in Paragraph 926.

927. FCA US denies the allegations contained in Paragraph 927.

928. FCA US denies the allegations contained in Paragraph 928.

929. FCA US denies the allegations contained in Paragraph 929.

930. FCA US denies the allegations contained in Paragraph 930.

931. FCA US denies the allegations contained in Paragraph 931.

932. FCA US denies the allegations contained in Paragraph 932.

933. FCA US denies the allegations contained in Paragraph 933.

COUNT XLVIII
(Alleged Breach of Express Warranty Under Missouri Law)

934. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

935. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 935.

936. FCA US denies the allegations contained in Paragraph 936.

937. FCA US states that the allegations contained in Paragraph 937 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 937.

938. FCA US states that the allegations contained in Paragraph 938 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 938.

939. FCA US states that the allegations contained in Paragraph 939 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 939.

940. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 940.

941. FCA US denies the allegations contained in Paragraph 941.

942. FCA US denies the allegations contained in Paragraph 942.

943. FCA US denies the allegations contained in Paragraph 943.

944. FCA US denies the allegations contained in Paragraph 944.

945. FCA US denies the allegations contained in Paragraph 945.

946. FCA US denies the allegations contained in Paragraph 946.

947. FCA US denies the allegations contained in Paragraph 947.

948. FCA US denies the allegations contained in Paragraph 948.

949. FCA US denies the allegations contained in Paragraph 949.

950. FCA US denies the allegations contained in Paragraph 950.

951. FCA US denies the allegations contained in Paragraph 951.

952. FCA US denies the allegations contained in Paragraph 952.

953. FCA US denies the allegations contained in Paragraph 953.

COUNT XLIX
(Alleged Violation of the Nevada Deceptive Trade Practices Act)

954. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

955. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 955.

956. FCA US denies the allegations contained in Paragraph 956.

957. FCA US denies the allegations contained in Paragraph 957.

958. FCA US denies the allegations contained in Paragraph 958.

959. FCA US denies the allegations contained in Paragraph 959.

960. FCA US denies the allegations contained in Paragraph 960.

961. FCA US denies the allegations contained in Paragraph 961.

962. FCA US denies the allegations contained in Paragraph 962.

963. FCA US denies the allegations contained in Paragraph 963.

964. FCA US denies the allegations contained in Paragraph 964.

965. FCA US denies the allegations contained in Paragraph 965.

966. FCA US denies the allegations contained in Paragraph 966.

967. FCA US denies the allegations contained in Paragraph 967.

968. FCA US denies the allegations contained in Paragraph 968.

969. FCA US denies the allegations contained in Paragraph 969.

970. FCA US denies the allegations contained in Paragraph 970.

971. FCA US admits that Plaintiffs purport to seek relief in this case. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 971.

COUNT L
(Alleged Breach of Implied Warranty under Nevada Law)

972. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 972.

973. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

974. FCA US states that the allegations contained in Paragraph 974 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 974.

975. FCA US states that the allegations contained in Paragraph 975 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 975.

976. FCA US denies the allegations contained in Paragraph 976.

977. FCA US denies the allegations contained in Paragraph 977.

978. FCA US denies the allegations contained in Paragraph 978.

979. FCA US denies the allegations contained in Paragraph 979.

980. FCA US denies the allegations contained in Paragraph 980.

COUNT LI
(Alleged Breach of Express Warranty Under Nevada Law)

981. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

982. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 982.

983. FCA US denies the allegations contained in Paragraph 983.

984. FCA US states that the allegations contained in Paragraph 984 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 984.

985. FCA US states that the allegations contained in Paragraph 985 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 985.

986. FCA US states that the allegations contained in Paragraph 986 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 986.

987. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 987.

988. FCA US denies the allegations contained in Paragraph 988.

989. FCA US denies the allegations contained in Paragraph 989.

990. FCA US denies the allegations contained in Paragraph 990.

991. FCA US denies the allegations contained in Paragraph 991.

992. FCA US denies the allegations contained in Paragraph 992.

993. FCA US denies the allegations contained in Paragraph 993.

994. FCA US denies the allegations contained in Paragraph 994.

995. FCA US denies the allegations contained in Paragraph 995.

996. FCA US denies the allegations contained in Paragraph 996.

997. FCA US denies the allegations contained in Paragraph 997.

998. FCA US denies the allegations contained in Paragraph 998.

999. FCA US denies the allegations contained in Paragraph 999.

1000. FCA US denies the allegations contained in Paragraph 1000.

COUNT LII
(Alleged Violation of the New Hampshire Consumer Protection Act)

1001. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1002. FCA US states that the allegations contained in Paragraph 1002 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1002.

1003. FCA US states that the allegations contained in Paragraph 1003 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1003.

1004. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1004.

1005. FCA US denies the allegations contained in Paragraph 1005.

1006. FCA US denies the allegations contained in Paragraph 1006.

1007. FCA US denies the allegations contained in Paragraph 1007.

1008. FCA US denies the allegations contained in Paragraph 1008.

1009. FCA US denies the allegations contained in Paragraph 1009.

1010. FCA US denies the allegations contained in Paragraph 1010.

1011. FCA US denies the allegations contained in Paragraph 1011.

1012. FCA US denies the allegations contained in Paragraph 1012.

1013. FCA US denies the allegations contained in Paragraph 1013.

1014. FCA US denies the allegations contained in Paragraph 1014.

1015. FCA US denies the allegations contained in Paragraph 1015.

1016. FCA US denies the allegations contained in Paragraph 1016.

COUNT LIII
(Alleged Breach of Implied Warranty under New Hampshire Law)

1017. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1018. FCA US states that the allegations contained in Paragraph 1018 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1018.

1019. FCA US states that the allegations contained in Paragraph 1019 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1019.

1020. FCA US denies the allegations contained in Paragraph 1020.

1021. FCA US denies the allegations contained in Paragraph 1021.

1022. FCA US denies the allegations contained in Paragraph 1022.

COUNT LIV
(Alleged Violation of New Jersey Consumer Fraud Act)

1023. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified.

Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1023.

1024. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1025. FCA US states that the allegations contained in Paragraph 1025 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1025.

1026. FCA US states that the allegations contained in Paragraph 1026 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1026.

1027. FCA US denies the allegations contained in Paragraph 1027.

1028. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1028.

1029. FCA US denies the allegations contained in Paragraph 1029.

1030. FCA US denies the allegations contained in Paragraph 1030.

1031. FCA US denies the allegations contained in Paragraph 1031.

1032. FCA US denies the allegations contained in Paragraph 1032.

1033. FCA US denies the allegations contained in Paragraph 1033.

1034. FCA US denies the allegations contained in Paragraph 1034.

1035. FCA US denies the allegations contained in Paragraph 1035.

1036. FCA US denies the allegations contained in Paragraph 1036.

1037. FCA US denies the allegations contained in Paragraph 1037.

1038. FCA US denies the allegations contained in Paragraph 1038.

1039. FCA US denies the allegations contained in Paragraph 1039.

1040. FCA US denies the allegations contained in Paragraph 1040.

COUNT LV
(Alleged Breach of Implied Warranty under New Jersey Law)

1041. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1042. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1042.

1043. FCA US states that the allegations contained in Paragraph 1043 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1043.

1044. FCA US states that the allegations contained in Paragraph 1044 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1044.

1045. FCA US denies the allegations contained in Paragraph 1045.

1046. FCA US denies the allegations contained in Paragraph 1046.

1047. FCA US denies the allegations contained in Paragraph 1047.

1048. FCA US denies the allegations contained in Paragraph 1048.

COUNT LVI
(Alleged Violation of North Carolina Unfair
and Deceptive Acts and Practices Act)

1049. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1049.

1050. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1051. FCA US states that the allegations contained in Paragraph 1051 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1051.

1052. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1052.

1053. FCA US denies the allegations contained in Paragraph 1053.

1054. FCA US denies the allegations contained in Paragraph 1054.

1055. FCA US denies the allegations contained in Paragraph 1055.

1056. FCA US denies the allegations contained in Paragraph 1056.

1057. FCA US denies the allegations contained in Paragraph 1057.

1058. FCA US denies the allegations contained in Paragraph 1058.

1059. FCA US denies the allegations contained in Paragraph 1059.

1060. FCA US denies the allegations contained in Paragraph 1060.

1061. FCA US denies the allegations contained in Paragraph 1061.

1062. FCA US denies the allegations contained in Paragraph 1062.

1063. FCA US denies the allegations contained in Paragraph 1063.

1064. FCA US admits that Plaintiffs purport to seek relief from the Court.

FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1064.

1065. FCA US denies the allegations contained in Paragraph 1065.

COUNT LVII
(Alleged Breach of Implied Warranty under North Carolina Law)

1066. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1067. FCA US states that the allegations contained in Paragraph 1067 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1067.

1068. FCA US states that the allegations contained in Paragraph 1068 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1068.

1069. FCA US denies the allegations contained in Paragraph 1069.

1070. FCA US denies the allegations contained in Paragraph 1070.

1071. FCA US denies the allegations contained in Paragraph 1071.

1072. FCA US denies the allegations contained in Paragraph 1072.

1073. FCA US denies the allegations contained in Paragraph 1073.

COUNT LVIII
(Alleged Violation of Ohio Consumer Sales Practices Act)

1074 – 1095. The Court has dismissed Count LVIII of the CMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count LVIII.

COUNT LIX
(Alleged Violation of Implied Warranty Under Ohio Law)

1096. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1096.

1097. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1098. FCA US denies the allegations contained in Paragraph 1098.

1099. FCA US denies the allegations contained in Paragraph 1099.

1100. FCA US denies the allegations contained in Paragraph 1100.

1101. FCA US denies the allegations contained in Paragraph 1101.

1102. FCA US denies the allegations contained in Paragraph 1102.

1103. FCA US denies the allegations contained in Paragraph 1103.

COUNT LX
(Alleged Violation of Oregon Unlawful Trade Practices Act)

1104. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1104.

1105. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1106. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1106.

1107. FCA US states that the allegations contained in Paragraph 1107 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1107.

1108. FCA US states that the allegations contained in Paragraph 1108 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1108.

1109. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1109.

1110. FCA US denies the allegations contained in Paragraph 1110.

1111. FCA US denies the allegations contained in Paragraph 1111.

1112. FCA US denies the allegations contained in Paragraph 1112.

1113. FCA US denies the allegations contained in Paragraph 1113.

1114. FCA US denies the allegations contained in Paragraph 1114.

1115. FCA US denies the allegations contained in Paragraph 1115.

1116. FCA US denies the allegations contained in Paragraph 1116.

1117. FCA US denies the allegations contained in Paragraph 1117.

1118. FCA US denies the allegations contained in Paragraph 1118.

1119. FCA US denies the allegations contained in Paragraph 1119.

1120. FCA US denies the allegations contained in Paragraph 1120.

1121. FCA US denies the allegations contained in Paragraph 1121.

1122. FCA US denies the allegations contained in Paragraph 1122.

1123. FCA US denies the allegations contained in Paragraph 1123.

1124. FCA US denies the allegations contained in Paragraph 1124.

1125. FCA US denies the allegations contained in Paragraph 1125.

COUNT LXI
(Alleged Breach of Implied Warranty under Oregon Law)

1126. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1127. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1127.

1128. FCA US states that the allegations contained in Paragraph 1128 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1128.

1129. FCA US states that the allegations contained in Paragraph 1129 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1129.

1130. FCA US denies the allegations contained in Paragraph 1130.

1131. FCA US denies the allegations contained in Paragraph 1131.

1132. FCA US denies the allegations contained in Paragraph 1132.

1133. FCA US denies the allegations contained in Paragraph 1133.

COUNT LXII
(Alleged Breach of Express Warranty Under Oregon Law)

1134. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1135. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1135.

1136. FCA US denies the allegations contained in Paragraph 1136.

1137. FCA US states that the allegations contained in Paragraph 1137 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1137.

1138. FCA US states that the allegations contained in Paragraph 1138 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1138.

1139. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1139.

1140. FCA US denies the allegations contained in Paragraph 1140.

1141. FCA US denies the allegations contained in Paragraph 1141.

1142. FCA US denies the allegations contained in Paragraph 1142.

1143. FCA US denies the allegations contained in Paragraph 1143.

1144. FCA US denies the allegations contained in Paragraph 1144.

1145. FCA US denies the allegations contained in Paragraph 1145.

1146. FCA US denies the allegations contained in Paragraph 1146.

1147. FCA US denies the allegations contained in Paragraph 1147.

1148. FCA US denies the allegations contained in Paragraph 1148.

1149. FCA US denies the allegations contained in Paragraph 1149.

1150. FCA US denies the allegations contained in Paragraph 1150.

1151. FCA US denies the allegations contained in Paragraph 1151.

1152. FCA US denies the allegations contained in Paragraph 1152.

COUNT LXIII
(Alleged Violation of the Pennsylvania Unfair Trade Practices
and Consumer Protection Law)

1153. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1154. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1154.

1155. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 1155 of the CMC and therefore denies them.

1156. FCA US denies the allegations contained in Paragraph 1156.

1157. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1157.

1158. FCA US denies the allegations contained in Paragraph 1158.

1159. FCA US denies the allegations contained in Paragraph 1159.

1160. FCA US denies the allegations contained in Paragraph 1160.

1161. FCA US denies the allegations contained in Paragraph 1161.

1162. FCA US denies the allegations contained in Paragraph 1162.

1163. FCA US denies the allegations contained in Paragraph 1163.

1164. FCA US denies the allegations contained in Paragraph 1164.

1165. FCA US denies the allegations contained in Paragraph 1165.

1166. FCA US denies the allegations contained in Paragraph 1166.

1167. FCA US denies the allegations contained in Paragraph 1167.

1168. FCA US denies the allegations contained in Paragraph 1168.

1169. FCA US denies the allegations contained in Paragraph 1169.

COUNT LXIV

(Alleged Breach of Implied Warranty under Pennsylvania Law)

1170. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1170.

1171. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1172. FCA US states that the allegations contained in Paragraph 1172 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1172.

1173. FCA US states that the allegations contained in Paragraph 1173 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1173.

1174. FCA US denies the allegations contained in Paragraph 1174.

1175. FCA US denies the allegations contained in Paragraph 1175.

1176. FCA US denies the allegations contained in Paragraph 1176.

1177. FCA US denies the allegations contained in Paragraph 1177.

1178. FCA US denies the allegations contained in Paragraph 1178.

COUNT LXV
(Alleged Breach of Express Warranty Under Pennsylvania Law)

1179. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1179.

1180. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1181. FCA US denies the allegations contained in Paragraph 1181.

1182. FCA US states that the allegations contained in Paragraph 1182 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1182.

1183. FCA US states that the allegations contained in Paragraph 1183 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1183.

1184. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1184.

1185. FCA US denies the allegations contained in Paragraph 1185.

1186. FCA US denies the allegations contained in Paragraph 1186.

1187. FCA US denies the allegations contained in Paragraph 1187.

1188. FCA US denies the allegations contained in Paragraph 1188.

1189. FCA US denies the allegations contained in Paragraph 1189.

1190. FCA US denies the allegations contained in Paragraph 1190.

1191. FCA US denies the allegations contained in Paragraph 1191.

1192. FCA US denies the allegations contained in Paragraph 1192.

1193. FCA US denies the allegations contained in Paragraph 1193.

1194. FCA US denies the allegations contained in Paragraph 1194.

1195. FCA US denies the allegations contained in Paragraph 1195.

1196. FCA US denies the allegations contained in Paragraph 1196.

1197. FCA US denies the allegations contained in Paragraph 1197.

COUNT LXVI
(Alleged Violation of the Rhode Island Unfair
Trade Practices and Consumer Protection Act)

1198. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1198.

1199. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1200. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 1200 of the CMC and therefore denies them.

1201. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1201.

1202. FCA US denies the allegations contained in Paragraph 1202.

1203. FCA US denies the allegations contained in Paragraph 1203.

1204. FCA US denies the allegations contained in Paragraph 1204.

1205. FCA US denies the allegations contained in Paragraph 1205.

1206. FCA US denies the allegations contained in Paragraph 1206.

1207. FCA US denies the allegations contained in Paragraph 1207.

1208. FCA US denies the allegations contained in Paragraph 1208.

1209. FCA US denies the allegations contained in Paragraph 1209.

1210. FCA US denies the allegations contained in Paragraph 1210.

1211. FCA US denies the allegations contained in Paragraph 1211.

1212. FCA US denies the allegations contained in Paragraph 1212.

1213. FCA US denies the allegations contained in Paragraph 1213.

1214. FCA US denies the allegations contained in Paragraph 1214.

1215. FCA US denies the allegations contained in Paragraph 1215.

COUNT LXVII

(Alleged Breach of Implied Warranty under Rhode Island Law)

1216. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1217. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1217.

1218. FCA US states that the allegations contained in Paragraph 1218 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1218.

1219. FCA US states that the allegations contained in Paragraph 1219 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1219.

1220. FCA US denies the allegations contained in Paragraph 1220.

1221. FCA US denies the allegations contained in Paragraph 1221.

1222. FCA US denies the allegations contained in Paragraph 1222.

1223. FCA US denies the allegations contained in Paragraph 1223.

1224. FCA US denies the allegations contained in Paragraph 1224.

COUNT LXVIII
(Alleged Violation of South Carolina Regulation of
Manufacturers, Distributors, and Dealers Act)

1225. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1226. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1226.

1227. FCA US states that the allegations contained in Paragraph 1227 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1227.

1228. FCA US denies the allegations contained in Paragraph 1228.

1229. FCA US denies the allegations contained in Paragraph 1229.

1230. FCA US denies the allegations contained in Paragraph 1230.

1231. FCA US denies the allegations contained in Paragraph 1231.

1232. FCA US denies the allegations contained in Paragraph 1232.

1233. FCA US denies the allegations contained in Paragraph 1233.

1234. FCA US denies the allegations contained in Paragraph 1234.

1235. FCA US denies the allegations contained in Paragraph 1235.

1236. FCA US denies the allegations contained in Paragraph 1236.

1237. FCA US denies the allegations contained in Paragraph 1237.

1238. FCA US denies the allegations contained in Paragraph 1238.

1239. FCA US denies the allegations contained in Paragraph 1239.

1240. FCA US denies the allegations contained in Paragraph 1240.

1241. FCA US denies the allegations contained in Paragraph 1241.

1242. FCA US denies the allegations contained in Paragraph 1242.

1243. FCA US denies the allegations contained in Paragraph 1243.

1244. FCA US denies the allegations contained in Paragraph 1244.

1245. FCA US denies the allegations contained in Paragraph 1245.

COUNT LXIX

(Alleged Breach of Implied Warranty under South Carolina Law)

1246. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified.

Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1246.

1247. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1248. FCA US states that the allegations contained in Paragraph 1248 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1248.

1249. FCA US states that the allegations contained in Paragraph 1249 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1249.

1250. FCA US denies the allegations contained in Paragraph 1250.

1251. FCA US denies the allegations contained in Paragraph 1251.

1252. FCA US denies the allegations contained in Paragraph 1252.

1253. FCA US denies the allegations contained in Paragraph 1253.

1254. FCA US denies the allegations contained in Paragraph 1254.

COUNT LXX
(Alleged Violation of Tennessee Consumer Protection Act)

1255. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1255.

1256. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1257. FCA US states that the allegations contained in Paragraph 1257 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1257.

1258. FCA US states that the allegations contained in Paragraph 1258 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1258.

1259. FCA US denies the allegations contained in Paragraph 1259.

1260. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1260.

1261. FCA US denies the allegations contained in Paragraph 1261.

1262. FCA US denies the allegations contained in Paragraph 1262.

1263. FCA US denies the allegations contained in Paragraph 1263.

1264. FCA US denies the allegations contained in Paragraph 1264.

1265. FCA US denies the allegations contained in Paragraph 1265.

1266. FCA US denies the allegations contained in Paragraph 1266.

1267. FCA US denies the allegations contained in Paragraph 1267.

1268. FCA US denies the allegations contained in Paragraph 1268.

1269. FCA US denies the allegations contained in Paragraph 1269.

1270. FCA US denies the allegations contained in Paragraph 1270.

1271. FCA US denies the allegations contained in Paragraph 1271.

1272. FCA US denies the allegations contained in Paragraph 1272.

1273. FCA US denies the allegations contained in Paragraph 1273.

1274. FCA US admits that Plaintiffs purport to seek monetary relief. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1274.

COUNT LXXI
(Alleged Breach of Express Warranty Under Tennessee Law)

1275. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1275.

1276. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1277. FCA US denies the allegations contained in Paragraph 1277.

1278. FCA US states that the allegations contained in Paragraph 1278 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1278.

1279. FCA US states that the allegations contained in Paragraph 1279 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1279.

1280. FCA US states that the allegations contained in Paragraph 1280 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1280.

1281. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1281.

1282. FCA US denies the allegations contained in Paragraph 1282.

1283. FCA US denies the allegations contained in Paragraph 1283.

1284. FCA US denies the allegations contained in Paragraph 1284.

1285. FCA US denies the allegations contained in Paragraph 1285.

1286. FCA US denies the allegations contained in Paragraph 1286.

1287. FCA US denies the allegations contained in Paragraph 1287.

1288. FCA US denies the allegations contained in Paragraph 1288.

1289. FCA US denies the allegations contained in Paragraph 1289.

1290. FCA US denies the allegations contained in Paragraph 1290.

1291. FCA US denies the allegations contained in Paragraph 1291.

1292. FCA US denies the allegations contained in Paragraph 1292.

1293. FCA US denies the allegations contained in Paragraph 1293.

1294. FCA US denies the allegations contained in Paragraph 1294.

COUNT LXXII
(Alleged Violation of the Texas Deceptive Trade
Practices Consumer Protection Act)

1295 - 1313. The Court has dismissed Count LXXII of the CMC and thus no response to the allegations in this Count is required. To the extent a response is required, FCA US denies the allegations contained in Count LXXII.

COUNT LXXIII
(Alleged Breach of Implied Warranty Under Texas Law)

1314. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1314.

1315. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1316. FCA US states that the allegations contained in Paragraph 1316 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1316.

1317. FCA US states that the allegations contained in Paragraph 1317 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1317.

1318. FCA US denies the allegations contained in Paragraph 1318.

1319. FCA US denies the allegations contained in Paragraph 1319.

1320. FCA US denies the allegations contained in Paragraph 1320.

1321. FCA US denies the allegations contained in Paragraph 1321.

1322. FCA US denies the allegations contained in Paragraph 1322.

COUNT LXXIV
(Alleged Breach of Express Warranty Under Texas Law)

1323. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1323.

1324. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1325. FCA US denies the allegations contained in Paragraph 1325.

1326. FCA US states that the allegations contained in Paragraph 1326 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1326.

1327. FCA US states that the allegations contained in Paragraph 1327 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1327.

1328. FCA US states that the allegations contained in Paragraph 1328 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1328.

1329. FCA US states that the allegations contained in Paragraph 1329 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1329.

1330. FCA US states that the allegations contained in Paragraph 1330 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1330.

1331. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1331.

1332. FCA US denies the allegations contained in Paragraph 1332.

1333. FCA US denies the allegations contained in Paragraph 1333.

1334. FCA US denies the allegations contained in Paragraph 1334.

1335. FCA US denies the allegations contained in Paragraph 1335.

1336. FCA US denies the allegations contained in Paragraph 1336.

1337. FCA US denies the allegations contained in Paragraph 1337.

1338. FCA US denies the allegations contained in Paragraph 1338.

1339. FCA US denies the allegations contained in Paragraph 1339.

1340. FCA US denies the allegations contained in Paragraph 1340.

1341. FCA US denies the allegations contained in Paragraph 1341.

1342. FCA US denies the allegations contained in Paragraph 1342.

1343. FCA US denies the allegations contained in Paragraph 1343.

1344. FCA US denies the allegations contained in Paragraph 1344.

COUNT LXXV
(Alleged Violation of Virginia Consumer Protection)

1345. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1345.

1346. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1347. FCA US states that the allegations contained in Paragraph 1347 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1347.

1348. FCA US states that the allegations contained in Paragraph 1348 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1348.

1349. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1349.

1350. FCA US denies the allegations contained in Paragraph 1350.

1351. FCA US denies the allegations contained in Paragraph 1351.

1352. FCA US denies the allegations contained in Paragraph 1352.

1353. FCA US denies the allegations contained in Paragraph 1353.

1354. FCA US denies the allegations contained in Paragraph 1354.

1355. FCA US denies the allegations contained in Paragraph 1355.

1356. FCA US denies the allegations contained in Paragraph 1356.

1357. FCA US denies the allegations contained in Paragraph 1357.

1358. FCA US denies the allegations contained in Paragraph 1358.

1359. FCA US denies the allegations contained in Paragraph 1359.

1360. FCA US denies the allegations contained in Paragraph 1360.

1361. FCA US denies the allegations contained in Paragraph 1361.

1362. FCA US denies the allegations contained in Paragraph 1362.

1363. FCA US admits that Plaintiffs purport to seek monetary relief.

FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1363.

1364. FCA US denies the allegations contained in Paragraph 1364.

COUNT LXXVI
(Alleged Breach of Implied Warranty Under Virginia Law)

1365. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1366. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1366.

1367. FCA US states that the allegations contained in Paragraph 1367 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1367.

1368. FCA US states that the allegations contained in Paragraph 1368 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1368.

1369. FCA US denies the allegations contained in Paragraph 1369.

1370. FCA US denies the allegations contained in Paragraph 1370.

1371. FCA US denies the allegations contained in Paragraph 1371.

1372. FCA US denies the allegations contained in Paragraph 1372.

1373. FCA US denies the allegations contained in Paragraph 1373.

COUNT LXXVII
(Alleged Breach of Express Warranty Under Virginia Law)

1374. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1375. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified.

Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1375.

1376. FCA US denies the allegations contained in Paragraph 1376.

1377. FCA US states that the allegations contained in Paragraph 1377 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1377.

1378. FCA US states that the allegations contained in Paragraph 1378 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1378.

1379. FCA US states that the allegations contained in Paragraph 1379 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1379.

1380. FCA US states that the allegations contained in Paragraph 1380 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1380.

1381. FCA US states that the allegations contained in Paragraph 1381 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1381.

1382. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1382.

1383. FCA US denies the allegations contained in Paragraph 1383.

1384. FCA US denies the allegations contained in Paragraph 1384.

1385. FCA US denies the allegations contained in Paragraph 1385.

1386. FCA US denies the allegations contained in Paragraph 1386.

1387. FCA US denies the allegations contained in Paragraph 1387.

1388. FCA US denies the allegations contained in Paragraph 1388.

1389. FCA US denies the allegations contained in Paragraph 1389.

1390. FCA US denies the allegations contained in Paragraph 1390.

1391. FCA US denies the allegations contained in Paragraph 1391.

1392. FCA US denies the allegations contained in Paragraph 1392.

1393. FCA US denies the allegations contained in Paragraph 1393.

1394. FCA US denies the allegations contained in Paragraph 1394.

1395. FCA US denies the allegations contained in Paragraph 1395.

COUNT LXXVIII
(Alleged Violation of the Washington Consumer Protection Act)

1396. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1396.

1397. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1398. FCA US denies the allegations contained in Paragraph 1398.

1399. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1399.

1400. FCA US denies the allegations contained in Paragraph 1400.

1401. FCA US denies the allegations contained in Paragraph 1401.

1402. FCA US denies the allegations contained in Paragraph 1402.

1403. FCA US denies the allegations contained in Paragraph 1403.

1404. FCA US denies the allegations contained in Paragraph 1404.

1405. FCA US denies the allegations contained in Paragraph 1405.

1406. FCA US denies the allegations contained in Paragraph 1406.

1407. FCA US denies the allegations contained in Paragraph 1407.

1408. FCA US denies the allegations contained in Paragraph 1408.

1409. FCA US denies the allegations contained in Paragraph 1409.

1410. FCA US denies the allegations contained in Paragraph 1410.

1411. FCA US denies the allegations contained in Paragraph 1411.

1412. FCA US denies the allegations contained in Paragraph 1412.

1413. FCA US denies the allegations contained in Paragraph 1413.

COUNT LXXIX

(Alleged Breach of Implied Warranty Under Washington Law)

1414. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified.

Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1414.

1415. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1416. FCA US states that the allegations contained in Paragraph 1416 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1416.

1417. FCA US states that the allegations contained in Paragraph 1417 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1417.

1418. FCA US denies the allegations contained in Paragraph 1418.

1419. FCA US denies the allegations contained in Paragraph 1419.

1420. FCA US denies the allegations contained in Paragraph 1420.

1421. FCA US denies the allegations contained in Paragraph 1421.

1422. FCA US denies the allegations contained in Paragraph 1422.

COUNT LXXX
(Alleged Violation of the Wisconsin Deceptive Trade Practices Act)

1423 - 1444. The Court has dismissed Count LXXX of the CMC and thus no response to the allegations contained therein are required. To the extent a response is required, FCA US denies the allegations contained in Paragraph LXXX.

COUNT LXXXI
(Alleged Breach of Implied Warranty Under Wisconsin Law)

1445 - 1450. The Court has dismissed Count LXXXI of the CMC and thus no response to the allegations contained therein are required. To the extent a response is required, FCA US denies the allegations contained in Paragraph LXXXI.

REQUEST FOR RELIEF

FCA US denies that Plaintiffs are entitled to any relief or damages. Answering further, US denies each and every allegation in the CMC, including in the headings and the footnotes, which is not expressly admitted herein.

JURY DEMAND

Plaintiffs have demanded a trial by jury. FCA US likewise demands a trial by jury.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' CMC fails to state a claim upon which relief can be granted for the reasons set forth in FCA US's motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), which is incorporated herein by reference.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs and the putative class members lack standing because they have suffered no injury-in-fact traceable to any alleged wrongful conduct of FCA US.

THIRD AFFIRMATIVE DEFENSE

The alleged non-conformities do not substantially impair the use, value, or safety of the vehicle. Upon information and belief, Plaintiffs and the putative class members have not stopped using their vehicles, have driven their vehicles for years and for tens of thousands of miles without incident, and continue to drive their vehicles.

FOURTH AFFIRMATIVE DEFENSE

FCA US is entitled to a set off for Plaintiffs' and the putative class members' use of their vehicles, depreciation, and any and all recoupment of purported losses from other sources.

FIFTH AFFIRMATIVE DEFENSE

Upon information and belief, Plaintiffs and/or certain members of the putative class have misused, abused, altered, or spoliated their vehicles.

SIXTH AFFIRMATIVE DEFENSE

Upon information and belief, Plaintiffs and/or certain putative class members failed to mitigate their damages by failing to make a sufficient effort to have their vehicles repaired and/or by failing to present their vehicles in a timely fashion to an authorized dealer for repair of the purported defect.

SEVENTH AFFIRMATIVE DEFENSE

The claims pleaded are barred due to lack of privity and/or the lack of any relationship between FCA US and Plaintiffs and/or putative class members.

EIGHTH AFFIRMATIVE DEFENSE

To the extent Plaintiffs and/or certain putative class members have suffered any injury or damage, the acts or omissions of individuals or entities other than FCA US constituted intervening, superseding acts destroying causation. Upon information and belief, certain third-party dealerships, independent repair shops, or other entities may have performed negligent, incomplete, or otherwise improper repairs of vehicles owned by Plaintiffs and/or putative class members. The actions of individuals or entities other than FCA US constitute intervening, superseding acts that destroy causation.

NINTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members are barred, in whole or in part, by the doctrines of contributory negligence and/or comparative fault. Upon information and belief, Plaintiffs and/or certain putative class members have misused, abused, altered, and/or substantially modified their vehicles; have used their vehicles in ways not contemplated by the vehicle manufacturer; have used their vehicles in ways that are contrary to the terms of the vehicles' express warranties; have substantially altered or modified the vehicles in a manner

inconsistent with original specifications and recommendations; and/or have failed to care for, maintain, and service their vehicles in conformance with the recommendations and requirements of the owner's manual and/or warranty booklet.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs and/or the putative class members' claims are barred by the failure to experience a manifestation of any defect within the warranty period.

ELEVENTH AFFIRMATIVE DEFENSE

To the extent any purported defect exists in the vehicles at issue, Plaintiffs and/or certain putative class members purchased their vehicles with full knowledge of such defect.

TWELFTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members are barred, in whole or in part, because they spoliated evidence. Upon information and belief, Plaintiffs and/or certain putative class members have lost, destroyed, covered over, misplaced, altered, modified, failed to preserve, or otherwise made it impossible for FCA US to gain access to relevant and material evidence. This includes Plaintiffs' and/or putative class members' vehicles in their purported defective condition; parts, components, or equipment of the vehicles owned by Plaintiffs and/or the putative class members in their purported defective condition; and documentation regarding the purported defect and repairs and attempted repairs of such purported defects.

THIRTEENTH AFFIRMATIVE DEFENSE

The vehicles sold to Plaintiffs and/or putative class members met the state of the art for such designs at the relevant time.

FOURTEENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members may be barred, in whole or in part, because they have made statements or taken actions that estop or preclude them from asserting their claims or constitute waiver of their claims. Upon information and belief, Plaintiffs and/or putative class members continued to drive their vehicles after they became aware (or should have become aware) of the purported defects. Upon information and belief, certain putative class members also declined or failed to receive recommended repairs for the purported defects in their vehicles.

FIFTEENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members may be barred, in whole or in part, because of the res judicata or collateral estoppel effect of prior judgments.

SIXTEENTH AFFIRMATIVE DEFENSE

This case may not be properly maintained or certified as a class action because FCA US's rights under the Fifth, Seventh, and Fourteenth Amendments of the

United States Constitution would be violated, as well as the comparable provisions of applicable state constitutions.

SEVENTEENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members are barred, in whole or in part, by the doctrine of accord and satisfaction. Upon information and belief, Plaintiffs and/or putative class members have received a cost-free repair of the alleged defect, were offered to be reimbursed and/or were reimbursed for repairs of the alleged defect, or otherwise voluntarily and knowingly resolved any claim that they may have had against FCA US.

EIGHTEENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain persons alleged to be members of the purported class are barred, in whole or in part, by the doctrine of laches.

NINETEENTH AFFIRMATIVE DEFENSE

To the extent that Plaintiffs and/or putative class members seek punitive damages, the claim is barred and/or limited by the Due Process Clause of the United States Constitution, the excessive fines clause of the Eighth Amendment, the Commerce Clause, and by applicable state law.

TWENTIETH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or putative class members are barred by the applicable statute of limitations and/or conditions precedent.

TWENTY-FIRST AFFIRMATIVE DEFENSE

The claims at issue are exempt from applicable consumer fraud statutes by the operation of such provisions set forth therein, such as the exemption in the Michigan Consumer Protection Act set forth in MCL 445.904(1)(a).

TWENTY-SECOND AFFIRMATIVE DEFENSE

The National Highway Traffic Safety Administration has primary jurisdiction over motor vehicle safety defects, and this case should be dismissed or stayed until such time as it has investigated the alleged existence of a safety defect in the vehicles that are the subject of Plaintiffs' claims.

TWENTY-THIRD AFFIRMATIVE DEFENSE

Plaintiffs' and the putative class members' claims are barred by principles of preemption.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members are barred due to their failure to give pre-suit notice as required by consumer fraud and warranty statutes in the various states.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

Plaintiffs lack standing to prosecute claims on behalf of putative class members who purchased or leased vehicle models or model-years that Plaintiffs did not purchase or lease. Plaintiffs also lack standing to prosecute claims under the

laws of any state other than where he/she resides and/or where he/she purchased/leased his vehicle.

TWENTY- SIXTH AFFIRMATIVE DEFENSE

Plaintiffs and some or all of the members of the putative class have agreed to arbitrate their claims and thus such claims should be compelled to, and resolved by, arbitration.

TWENTY- SEVENTH AFFIRMATIVE DEFENSE

FCA US has insufficient knowledge and information upon which to determine whether additional affirmative defenses may be available which have not yet been asserted in this Answer and, therefore, reserves the right to assert additional affirmative defenses based on subsequent discovery, investigation, and analysis.

JURY TRIAL DEMAND

FCA US demands a trial by jury.

WHEREFORE, having fully answered, Defendant FCA US LLC respectfully requests that the Court dismiss Plaintiffs' Consolidated Master Complaint with prejudice, enter judgment in FCA US's favor with an award of costs, and grant it such other and further relief as may be just and appropriate.

Dated: January 9, 2024

THOMPSON COBURN LLP

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CERTIFICATE OF SERVICE

I hereby certify that on January 9, 2024, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

/s/ Stephen A. D'Aunoy